BILL NO. S-83-09-17

SPECIAL ORDINANCE NO. S-200-83

AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and All Star Construction, Inc., for Morell Drive Water Main - Res. #1030-83.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract, made a part hereof, by the City of Fort Wayne by and through its Board of Public Works and All Star Construction, Inc., for Morell Drive Water Main - Res. #1030-83, is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

> construction of a system of water mains in and along Morell From Sandpoint Road westward;

the Contract price is Fourteen Thousand Four Hundred Fifty-Eight and N0/100 Dollars ($14,458.00).

SECTION 2. Prior Approval was received from Council with respect to this Contract on September 6, 1983. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Victoria Scruggs
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Scruggs, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ___.M.,E.S.T.

DATE: 9-13-83 Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by Gia Quinta, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
SCHMIDT	✓				
SCHOMBURG	✓				
SCRUGGS	✓				
STIER	✓				
TALARICO	✓				

DATE: 9-27-83 Sandra E. Kennedy
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-200-83 on the 27th day of September, 1983.

ATTEST: (SEAL)

Sandra E. Kennedy
CITY CLERK

Bay A. Eberly
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of Sept, 1983, at the hour of 11:30 o'clock P.M.,E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 30th day of September 1983, at the hour of 12 o'clock P.M.,E.S.T.

[signature]
WIN MOSES, JR. - MAYOR

73-166-22
8/31/83

BARRETT LAW CONTRACT
(Revolving Fund)

RESOLUTION NO. 1030-83

BOARD ORDER NO. 61-83

WORK ORDER NO. 63632

THIS CONTRACT made and entered into in triplicate this 31st day of August, 1983, by and between All Star Construction Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of:

water main in and along Morell Drive from Sandpont Road westward,

all according to Fort Wayne Water Utility Drawing No. Y-10576, Sheets 1 thru 4, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the sum of fourteen thousand, four hundred, fifty-eight dollars and no cents $14,458.00. In the event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor. Payment for work performed under this Contract shall be made by the City Controller from funds on hand in the "Barrett Law Revolving Fund" after approval by the Board of Public Works.

WEBIDD
JOB E
remove 9/1/83

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT (REVOLVING BARRETT LAW FUND)

It is proposed that the entire project cost, i.e., construction, engineering, easement damages, highway permits, inspection, advertising, area connection charges, etc. are to be financed through assessments to the benefited property owners and to the Fort Wayne Water Utility.

The Contractor shall file a "Completion Affidavit" with the Board of Public Works which indicates that the work on the project is substantially completed for acceptance by the City. The Water Engineering Department of the City of Fort Wayne, Indiana will inspect the project and promptly inform the Contractor in writing of any deficiencies in the project for acceptance.

The Engineer may recommend to the Owner to proceed with the public hearing on the confirmation of the final assessment roll even though all surface deficiencies on the project have not been fully satisfied, providing, the Contractor has indicated his willingness for the Owner to retain sufficient and adequate monies to perform the necessary work. The Owner shall determine at this public hearing both the amount of monies which will be sufficient to perform the uncompleted work and the satisfactory method of assurance that the work will be accomplished as contracted.

When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on

December 12th, 1978. The Contractor at the time the Completion Affidavit is filed, shall also file a Manpower Utilization Report for this project.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids, for Resolution No. 1030-83.
b. Instructions to Bidders for Resolution No. 1030-83.
c. Contractor's Proposal Dated August 10, 1983.
d. For Wayne Water Utility Engineering Department Drawing No. Y-10576, sheets 1 thru 4.
e. Supplemental Specification for Resolution No. 1030-83.
f. Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains of the Fort Wayne Water Utility.
g. Construction Standards and Water Main and Water Service Materials Standards of the Fort Wayne Water Utility, Engineering Department, latest revision, except as modified in the Supplemental Specifications.
h. Workmen's Compensation Act (I.C. 22-3-2-1).
i. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
j. Prevailing Wage Scale.
k. Performance and Guaranty Bond.
l. Minority/Female Employment Requirements Option

ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the Contractor shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the water main by the City.

ARTICLE 10. INDEMNITY

Contractor shall furnish to Owner, within ten (10) days of the date hereof, a certificate from an insuror acceptable to Owner showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to Owner.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 120 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ALL STAR CONSTRUCTION INC.

BY: Edward F Foss
Edward F. Foss, President

BY: Edward W Foss
Edward W. Foss, Secretary

CITY OF FORT WAYNE, INDIANA

BY: [signature]
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

[signature]
Stephen A. Bailey, Chairman

Betty R. Collins, Member

Jack Wilson Sr.
Jack Wilson, Sr.

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

R J Smoeffer
ASSOCIATE CITY ATTORNEY

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 19____.

Special Ordinance No. _____.

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY

PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we ALL-STAR CONSTRUCTION & EXCAVATING, INC. (Contractor or Developer) as Principal, and the Reliance (Insurance Company), a corporation organized under the laws of the State of Pennsylvania (State and Date), and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of $14,458.00 (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present. The condition of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied for authority to construct or cause to be constructed, a water main to become part of the City's water distribution system, which said water main is to be built and constructed according to plans and specifications prepared by or approved by City and known as the MORRELL DRIVE WATER RESOLUTION NO. 1030-83; and
(Name of Project)

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and specifications, and there shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
2. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice; and,
3. To agree to maintain said water main for a period of one (1) year following written acceptance by the City of said water main; and,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any way affect or operate to release or discharge said surety and the provisions and conditions of I.C. (5-16-5-1) of the shall be, operate as, and be a part of the terms of this bond and said contract the same as if spelled out herein verbatim.

NOW THEREFORE, if the principal shall perform all of the terms and conditions required of it by the contract to cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

ALL-STAR CONSTRUCTION & EXCAVATING, INC.

(Contractor or Developer)

ATTEST:

Edward W Foss

Secretary

(Title)

BY: Edward F Foss

(Name)

President

(Title)

RELIANCE INSURANCE COMPANY

(Insurance Company) Surety

*BY: [signature]

~~Authorized Agent~~ Attorney-in-fact

*If signed by an agent,
power of attorney must be attached

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, personally appeared

Edward W. Foss (name), Presidnet (title)

and Edward F. Foss (name), Secretary (title)

of All-Star Construction & Excavating, Inc. (company) and

Attorney in Fact, for said Reliance Insurance Company as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond, in their respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 24th day of August, 1983.

Barbara A. Hunter

Notary Public

Resident of Allen County, IN.

My Commission Expires:

January 18, 1985

BILL NO. S-83-09-17

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and All Star Construction, Inc., for Morell Drive Water Main - Res. #1030-83

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE _____ PASS.

VICTURE L. SCRUGGS, CHAIRMAN — Victure Scruggs

SAMUEL J. TALARICO, VICE CHAIRMAN — Samuel J. Talarico

DONALD J. SCHMIDT — D Schmidt

MARK E. GiaQUINTA — Mark E. Giaquinta

PAUL M. BURNS — Paul M. Burns

Concurred in 4-27-83

Sandra E. Kennedy

6415

Admn. Appr.

TITLE OF ORDINANCE Contract for Morell Drive Water Main - Res. 1030-83

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

I-83-09-17

SYNOPSIS OF ORDINANCE The Contract for Morell Drive Water Main, Res. 1030-83 is for construction of a system of water mains in and along Morell from Sandpoint Road westward. Contractor is All Star Construction & Excavating, Inc.

PRIOR APPROVAL RECEIVED 9/6/83

EFFECT OF PASSAGE Improved water conditions along Morell Drive

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $14,458.00

ASSIGNED TO COMMITTEE